

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 82	
2. CONTRACT NO.		3. SOLICITATION NO. N00167-02-R-0069		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)	5. DATE ISSUED 03 Mar 2003	6. REQUISITION/PURCHASE NO. 22202142	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3321, LISA HOLLAND 9500 MACARTHUR BLVD. WEST BETHESDA MD 20817-5700			CODE N00167 TEL: 301-227-1101 FAX: 301-227-3476	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 121, Room 200</u> until <u>14 00</u> local time <u>17 Apr 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME LISA HOLLAND		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (301) 227-1101		C. E-MAIL ADDRESS HollandLA@nswccd.navy.mil	
11. TABLE OF CONTENTS							
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

**SECTION B Supplies or Services and Prices**

The contractor shall provide engineering and technical services in accordance with Section C, Statement of Work.

**LOT I  
(Date of Award through 12 Months thereafter)**

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Hourly Rate(\$)</u>	<u>Amount(\$)</u>
0001	Calibration/Automation Engineer (maximum of one (1) Engineer)				
0001AA	Regular	2000	Hrs		
0001AB	Overtime	200	Hrs		
0002	Lead Calibration/Repair Technicians (maximum of three (3) Lead Technicians)				
0002AA	Regular	6000	Hrs		
0002AB	Overtime	600	Hrs		
0003	Calibration/Repair Technicians (maximum of four (4) Cal/Repair Techs)				
0003AA	Regular	8000	Hrs		
0003AB	Overtime	800	Hrs		
0004	Junior Calibration/Repair Technicians (maximum of two (2) Jr Cal/Repair Techs)				
0004AA	Regular	4000	Hrs		
0004AB	Overtime	400	Hrs		
0005	Clerk (maximum of one (1) Clerk)				
0005AA	Regular	2000	Hrs		
0005AB	Overtime	100	Hrs		

**LOT II  
(Month 13 through Month 24)**

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Hourly Rate(\$)</u>	<u>Amount(\$)</u>
0006	Calibration/Automation Engineer (maximum of one (1) Engineer)				
0006AA	Regular	2000	Hrs		
0006AB	Overtime	200	Hrs		
0007	Lead Calibration/Repair Technicians (maximum of three (3) Lead Technicians)				
0007AA	Regular	6000	Hrs		
0007AB	Overtime	600	Hrs		
0008	Calibration/Repair Technicians (maximum of four (4) Cal/Repair Techs)				
0008AA	Regular	8000	Hrs		
0008AB	Overtime	800	Hrs		
0009	Junior Calibration/Repair Technicians (maximum of two (2) Jr Cal/Repair Techs)				
0009AA	Regular	4000	Hrs		
0009AB	Overtime	400	Hrs		
0010	Clerk (maximum of one (1) Clerk)				
0010AA	Regular	2000	Hrs		
0010AB	Overtime	100	Hrs		

**LOT III  
(Month 25 through Month 36)**

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Hourly Rate(\$)</u>	<u>Amount(\$)</u>
0011	Calibration/Automation Engineer (maximum of one (1) Engineer)				
0011AA	Regular	2000	Hrs		
0011AB	Overtime	200	Hrs		
0012	Lead Calibration/Repair Technicians (maximum of three (3) Lead Technicians)				
0012AA	Regular	6000	Hrs		
0012AB	Overtime	600	Hrs		
0013	Calibration/Repair Technicians (maximum of four (4) Cal/Repair Techs)				
0013AA	Regular	8000	Hrs		
0013AB	Overtime	800	Hrs		
0014	Junior Calibration/Repair Technicians (maximum of two (2) Jr Cal/Repair Techs)				
0014AA	Regular	4000	Hrs		
0014AB	Overtime	400	Hrs		
0015	Clerk (maximum of one (1) Clerk)				
0015AA	Regular	2000	Hrs		
0015AB	Overtime	100	Hrs		

**LOT IV**  
**(Month 37 through Month 48)**

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Hourly Rate(\$)</u>	<u>Amount(\$)</u>
0016	Calibration/Automation Engineer (maximum of one (1) Engineer)				
0016AA	Regular	2000	Hrs		
0016AB	Overtime	200	Hrs		
0017	Lead Calibration/Repair Technicians (maximum of three (3) Lead Technicians)				
0017AA	Regular	6000	Hrs		
0017AB	Overtime	600	Hrs		
0018	Calibration/Repair Technicians (maximum of four (4) Cal/Repair Techs)				
0018AA	Regular	8000	Hrs		
0018AB	Overtime	800	Hrs		
0019	Junior Calibration/Repair Technicians (maximum of two (2) Jr Cal/Repair Techs)				
0019AA	Regular	4000	Hrs		
0019AB	Overtime	400	Hrs		
0020	Clerk (maximum of one (1) Clerk)				
0020AA	Regular	2000	Hrs		
0020AB	Overtime	100	Hrs		

**LOT V**  
**(Month 49 through Month 60)**

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Hourly Rate(\$)</u>	<u>Amount(\$)</u>
0021	Calibration/Automation Engineer (maximum of one (1) Engineer)				
0021AA	Regular	2000	Hrs		

0021AB	Overtime	200	Hrs	
0022	Lead Calibration/Repair Technicians (maximum of three (3) Lead Technicians)			
0022AA	Regular	6000	Hrs	
0022AB	Overtime	600	Hrs	
0023	Calibration/Repair Technicians (maximum of four (4) Cal/Repair Techs)			
0023AA	Regular	8000	Hrs	
0023AB	Overtime	800	Hrs	
0024	Junior Calibration/Repair Technicians (maximum of two (2) Jr Cal/Repair Techs)			
0024AA	Regular	4000	Hrs	
0024AB	Overtime	400	Hrs	
0025	Clerk (maximum of one (1) Clerk)			
0025AA	Regular	2000	Hrs	
0025AB	Overtime	100	Hrs	
<b>TOTAL DIRECT LABOR CEILING</b>		120,500		\$_____
0026	Support Costs (materials and travel - inclusive of applicable indirect costs)	1 Lt	*NTE	\$ 1,250,000.00
0027	Subcontracting (incidental and unanticipated - inclusive of applicable indirect costs)	1 Lt	*NTE	\$ 2,250,000.00
0028	Data in accordance with DD Forms 1423	1 Lt	**NSP	
<b>TOTAL CONTRACT CEILING AMOUNT</b>				\$_____

\*NTE - Not To Exceed

\*\*NSP - Not Separately Priced, included in the price of CLINs 0001 through 0025AB

This is a 5-year Time and Materials type of contract with the following period of performance:

Lot I - Date of Award through 12 Months Thereafter  
 Lot II - Month 13 through Month 24  
 Lot III - Month 25 through Month 36  
 Lot IV - Month 37 through Month 48  
 Lot V - Month 49 through Month 60

This contract does not incorporate any options.

Rights in Technical Data and Computer Software: The Government shall have unlimited rights in the technical data and computer software delivered under the contract in accordance with, and as defined in Clause Nos. 252.227-7013 and 252.227-7014, which are contained in Section I of the solicitation.

## SECTION C Descriptions and Specifications

### I. OBJECTIVE

The objective of this contract is to obtain technical services to support the operation of the Metrology and Calibration Service Cost Center (METCAL SCC) at the Naval Surface Warfare Center, Carderock Division (NSWCCD). The services are required to operate an Instrumentation Library and to provide calibration and repair support for inspection, measuring and test equipment (IM&TE), measurement standards, IM&TE systems and other equipment used by NSWCCD.

### II. BACKGROUND

- A. The METCAL SCC operates an Instrumentation Library. The library is a pool of IM&TE that is available for use by NSWCCD technical personnel. Users are charged a fee for borrowing library equipment. The library presently has an inventory of approximately 1,600 items valued at \$2.5 million. The library facilities are located at NSWCCD, West Bethesda, MD and at NSWCCD-SSES, Philadelphia, PA. Authorized NSWCCD employees are issued library equipment as needed, and return equipment when they no longer require it, back to the library facilities at these locations. These locations are also used to receive library and non-library equipment that require calibration and/or repair.
- B. The METCAL SCC maintains a Navy Type III Reference Standards Laboratory, which provides calibration and repair services to the NSWCCD technical codes. The Navy Calibration Laboratory Code assigned to the Reference Standards Laboratory is 'YFS'. The laboratory has an electrical/electronic calibration area and a physical/mechanical calibration area located in West Bethesda, MD. The laboratory also has a liquid flow calibration facility located at NSWCCD-SSES, Philadelphia, PA. There are presently approximately 520 calibration laboratory measurement standards valued at \$1.2 million. Historically, the laboratory services 3,000 to 6,000 items per year. The IM&TE serviced by the laboratory are used in NSWCCD research, development, test and evaluation programs to measure physical quantities such as: force, moments, pressure, temperature, acceleration, velocity, displacement, strain, voltage, current, frequency, time, and electromagnetic signature properties. IM&TE are also used to support research, development, test and evaluation programs at NSWCCD detachments, aboard Naval vehicles (ships, submarines, aircraft, etc.), and at other field test sites. The METCAL SCC charges users for the calibration and repair of Non-Library equipment.
- C. Many of the NSWCCD technical codes and research facilities have special project and dedicated IM&TE systems. NSWCCD has approximately 15,000 IM&TE assets.
- D. NSWCCD owns portable and laboratory type instrumentation quality analog and digital tape recorders that must be maintained. These recorders are used to record signals using FM, direct, or high-

density digital recording techniques. The tape recorders meet Inter-Range Instrumentation Group (IRIG) standards and typically record 7, 14, or 28 channels of data. Typical brands of tape recorders that are maintained include Ampex, Honeywell, EMI, TEAC, Sony, and Racal.

- E. Many of the NSWCCD research facilities have electronic components that are part of the electrical/electronic/hydraulic systems used to control these facilities, which require calibration and maintenance.
- F. NSWCCD also possesses a limited amount of microwave, optical, and infrared equipment that requires calibration and maintenance.

### III. OVERVIEW OF SERVICES TO BE PERFORMED

The contractor shall provide the following services:

- A. Electronic technician services to install, operate, align, inspect, troubleshoot, repair, overhaul, modify, calibrate, and maintain IM&TE and measurement standards.
- B. Electronic technician services to install, operate, align, inspect, troubleshoot, repair, overhaul, modify, calibrate, and maintain control and measurement systems.
- C. Electronic engineering services to automate equipment calibration, repair, and inventory operations and to review, revise, and develop calibration procedures for IM&TE, IM&TE systems, and measurement standards.
- D. Services to support the operation of the NSWCCD Reference Standards Laboratory, Navy Lab Code 'YFS', which include, but are not limited to, providing a quality program that complies with ANSI/NCSL Z540-1-1994 (American National Standard for Calibration - Calibration Laboratories and Measuring and Test Equipment - General Requirements) and maintaining Navy Calibration Laboratory Certification in accordance with NAVSEA 04-4734 (Naval and Marine Corps Calibration Laboratory Audit/Certification Manual).
- E. Services to support the operation of the NSWCCD METCAL SCC, which include, but are not limited to, maintaining accountability for Laboratory and Library equipment and subcontracting outside equipment rentals, inventory services, engineering services, software development, calibrations and repairs.

### IV. TASK 1 - CALIBRATION AND REPAIR SERVICES

The contractor shall provide the following services as applicable:

- A. Install, operate, align, inspect, troubleshoot, repair, overhaul, modify, calibrate, and maintain IM&TE and other equipment which are in the METCAL SCC Instrumentation Library including control and measurement systems.

- B. Calibrate or perform acceptance tests on new IM&TE and IM&TE that were sent off-station for repair and calibration.
- C. Install, operate, align, inspect, troubleshoot, repair, overhaul, modify, calibrate, and maintain facility IM&TE and control equipment including control and measurement systems.
- D. Install, operate, align, inspect, troubleshoot, repair, overhaul, modify, calibrate, and maintain special project IM&TE and control equipment including control and measurement systems.
- E. Install, operate, align, inspect, troubleshoot, repair, overhaul, modify, calibrate, and maintain calibration laboratory measurement standards.
- F. Install, operate, align, inspect, troubleshoot, repair, overhaul, modify, calibrate, and maintain analog/digital tape recorders.
- G. Install, operate, align, inspect, troubleshoot, repair, overhaul, modify, calibrate, and maintain IM&TE and control equipment including control and measurement systems at NSWCCD detachments, remote sites and aboard Navy vehicles.
- H. Determine authorized calibration intervals, approved calibration procedures, and related technical data using NAVSEA OD 45845, Metrology Requirements List (METRL).
- I. Maintain a centralized file identifying the calibration status of all IM&TE and measurement standards submitted to the NSWCCD Reference Standards Lab, Navy Lab Code 'YFS', for a Navy Calibration Label.
- J. Arrange for calibration and repair of IM&TE and measurement standards by outside contractors, or other Government activities.
- K. Coordinate the Metrology Automated System for Uniform Recall and Reporting (MEASURE) program for equipment that has been submitted to the NSWCCD Reference Standards Laboratory for a Navy calibration Label. Using the Navy Calibration Recall and Inventory System (CRIS), enter the calibration and inventory information required by the MEASURE program.
- L. Issue monthly calibration recalls to equipment custodians notifying them of upcoming and overdue calibrations.
- M. Develop, modify, or validate calibration procedures for IM&TE used for quantitative applications and measurement standards. The procedures shall be developed according to Navy METCAL instructions for developing calibration procedures utilizing NAVAIR 17-35TR-04 (Requirements for Preparation and Submission of Instrument Calibration Procedures) to provide guidance. The procedures shall be submitted to the Measurement Science Directorate, Naval Surface Warfare Center, Corona Division (NSWCCOR) for technical review and approval.

- N. Maintain Navy calibration activity certification for the NSWCCD Reference Standards Laboratory, Navy Lab Code 'YFS'.
  - O. Maintain up to date files of calibration documentation including calibration procedures, instructions, training, and certification records.
  - P. Maintain files of current maintenance work orders and maintenance manuals.
  - Q. Implement a quality assurance program for the NSWCCD Reference Standards Laboratory, Navy Lab Code 'YFS' that complies with ANSI/NCSL Z540-1-1994 (American National Standard for Calibration - Calibration Laboratories and Measuring and Test Equipment - General Requirements) and maintain Navy Calibration Laboratory Certification in accordance with NAVSEA 04-4734 (Naval and Marine Corps Calibration Laboratory Audit/Certification Manual).
  - R. Provide technical consultation and support in all areas of metrology and calibration to NSWCCD personnel.
  - S. Prepare and submit required calibration certificates/reports.
  - T. Use the appropriate measurement standards to measure the performance of special purpose instrumentation developed at NSWCCD or measure the performance of instruments modified at NSWCCD.
  - U. Develop, document and submit test procedures for IM&TE and measurement standards which have no test procedures or which have test procedures that the Contracting Officer's Representative (COR) determines are inadequate.
  - V. Prepare and submit progress, status and management reports consequent to the calibration and repair task.
  - W. Fabricate and install input and output cables for IM&TE, measurement standards, control equipment, and associated transducers/sensors including computer based control and measurement systems.
- V. TASK 2 - CALIBRATION AUTOMATION ENGINEER SERVICES

The contractor shall provide the following types of services:

- A. Develop, document, and submit new calibration procedures for IM&TE, IM&TE systems, and measurement standards that do not have procedures or review and revise existing procedures which are inadequate as determined by the COR. The procedures shall be developed according to Navy METCAL instructions for developing calibration procedures utilizing NAVAIR 17-35TR-04 (Requirements for Preparation and Submission of Instrument Calibration Procedures) to provide guidance. The procedures shall be submitted to the Measurement Science Directorate, Naval Surface Warfare Center, Corona Division (NSWCCOR) for technical review and approval.
- B. Set up automatic test systems including developing the engineering design data utilizing NAVSEA TT700-AA-CAL-010/TR-1 (Technical



- Requirements for Calibration of Test and Monitoring Systems), NAVAIR 17-35TR-2 (Automatic Test Equipment Calibration Requirements Analysis) and NAVAIR 17-35TR-3 (Technical Requirements for Calibration Test Program Sets for Automatic Test Equipment) as guidelines.
- C. Provide technical assistance as required by electronic technicians in the performance of their duties.
  - D. Set up and maintain databases as required on IBM compatible personal computers (PC's).
  - E. Prepare and submit scientific and technical reports.
  - F. Develop and submit Calibration and Measurement Requirements Summary (CMRS) documents.
  - G. Develop, document and submit test procedures for IM&TE and measurement standards which have no test procedures or which have test procedures that the Contracting Officer's Representative (COR) determines are inadequate and require engineering skills to develop.
  - H. Prepare and submit progress, status and management reports consequent to the calibration automation engineer task.
  - I. Provide recommendations to the COR for equipment (standards, test equipment, automated test equipment, automated calibration equipment, etc.), parts and supplies that should be procured to enhance the effectiveness and efficiency of the services provided by the METCAL SCC.
  - J. Install, operate, align, inspect, troubleshoot, repair, overhaul, modify, calibrate, and maintain equipment which requires engineering skills to perform.
  - K. Provide technical consultation and support in all areas of metrology and calibration to NSWCCD personnel.

VI. TASK 3 - EQUIPMENT ISSUE & INVENTORY SERVICES AND FINANCIAL RECORD GENERATION

The contractor shall provide the following types of services:

- A. Receive and inspect IM&TE and other equipment delivered to NSWCCD and create new Plant Account records for new equipment.
- B. Issue, return and transfer equipment including any accessories required for their operation to authorized custodians ensuring that the custody forms have been signed and properly filed for equipment accountability.
- C. Maintain instrumentation library equipment custody file(s) for equipment accountability.
- D. Maintain inventories of accessories and supplies needed to support the Library and the Calibration/Repair Laboratory.

- E. Perform inventory functions for NSWCCD equipment.
- F. Maintain NSWCCD records and file systems on equipment inventories, custodians, and calibration recall schedules.
- G. Prepare and submit progress, status and management reports consequent to the equipment issue and inventory task.
- H. Perform functional checks and maintenance on Library equipment to be sure that they are working properly.
- I. Pick-up, transport, and deliver equipment, repair parts, and supplies from/to NSWCCD test sites, instrument labs, storage areas, pick-up and drop-off areas, and off-site sources of repair parts, supplies, and calibration and repair services. The Contractor shall provide the proper vehicle(s) for this task such as a cargo van (See paragraph X of Section C).
- J. Maintain records on Instrumentation Library usage and usage fees.
- K. Maintain records on the repair and/or calibration of Non-Library equipment and other support services and the associated fees.
- L. Prepare equipment that the Government has determined is no longer required at NSWCCD, is obsolete, or is beyond economical repair for transfer to the appropriate redistribution office, and maintain associated files.

#### VII. GOVERNMENT FURNISHED EQUIPMENT

- A. Handcarts and Other Vehicles - The Government will furnish handcarts for moving equipment around within the METCAL SCC facilities. A forklift will be provided with an operator as required to move large equipment.

NOTE: The Contractor shall be responsible for providing a Vehicle(s) for Transporting Government Equipment that does not require the use of a forklift.

- B. Rigging Services - The Government will furnish any rigging services the COR determines are required to transport Government equipment.
- C. Workspace, Furnishings, Government Forms, and Photocopy Equipment - The Government will furnish, at no cost to the Contractor, workspace including workbenches, desks, and furnishings as required to perform the work required by this statement of work. The Government will also supply the necessary Government forms and access to photocopy equipment.
- D. Manuals, Procedures, Drawings - The Government will provide equipment manuals, calibration and repair procedures, and drawings that are on hand. The Contractor shall be responsible for the upkeep and proper filing of this material. The Contractor shall also be responsible for returning the material to the appropriate storage location immediately after use.

- E. Test Equipment, Calibration Standards - IM&TE, measurement standards, and other special equipment required to perform the work will be provided by the Government for use by the Contractor at the work site. The Contractor shall acknowledge receipt of, keep an accurate record of, and be responsible for all Government equipment furnished under this contract. Reference FAR 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(JAN 1986)(DEVIATION).
- F. Instrumentation Library Equipment - The Government will provide NSWCCD Instrumentation Library equipment. The Contractor shall acknowledge receipt of, keep an accurate record of, and be responsible for the accountability and maintenance of this equipment. A listing of all equipment, updated as of date of award, will be provided to the Contractor at time of award. Instrument library equipment custody files shall be kept accurate and up-to-date. All equipment issue, return and transfer forms shall be signed and filed by the contractor. Reference FAR 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(JAN 1986)(DEVIATION).
- G. Computers - The Government will provide the Contractor with computers for use in maintaining and updating the NSWCCD computerized files on equipment inventories, parts inventories, custodians, equipment maintenance, and calibration recall schedules. Reference FAR 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(JAN 1986)(DEVIATION).
- H. A list of Government Furnished Equipment (GFE) is incorporated as Attachment 6 of Section J of this document. A current list of GFE will be maintained by the NSWCCD METCAL SCC.

#### VIII. GOVERNMENT FURNISHED SERVICES

- A. As provided to NSWCCD personnel, the Government will provide utility service (electricity, water, sewage, heating), on-site Postal service (for official Government use only); refuse collection, rodent control, custodial service, and grounds maintenance.
  - B. Telephone Service - The Government will provide telephone service to be used in support of official Government business associated with the performance of this contract. The Contractor shall reimburse the Government for all calls determined otherwise.
- IX. GOVERNMENT FURNISHED INFORMATION - To be provided with technical directives during contract performance.
- A. Calibration, Repair and Calibration/Automation Engineer Tasks
    - 1. ANSI/NCSL Z540-1-1994, American National Standard for Calibration - Calibration Laboratories and Measuring and Test Equipment - General Requirements

2. ISO/ISE 17025, General requirements for the competence of testing and calibration laboratories.
3. NAVAIR 17-35FR-06, Facility Requirements for Navy Calibration Laboratories - Contained in the Navy Metrology Products (METPRO) Compact Disk (CD).
4. NAVAIR 17-35TR-2, Automatic Test Equipment (ATE) Calibration Requirements Analysis (CRA) - Contained in the Navy Metrology Products (METPRO) CD.
5. NAVAIR 17-35TR-3, Technical Requirements For Calibration Test Program Sets (CTPS) For Automatic Test Equipment (ATE) - Contained in the Navy Metrology Products (METPRO) CD.
6. NAVAIR 17-35TR-04, Requirements for Preparation and Submission of Instrument Calibration Procedures - Contained in the Navy Metrology Products (METPRO) CD.
7. NAVSEA 04-4734, Naval and Marine Corps Calibration Laboratory Audit/Certification Manual
8. NAVSEA INSTRUCTION 4734.1A, Metrology and Calibration (METCAL) Program
9. NAVSEA OD 45845, Metrology Requirements List (METRL) - Contained in the Navy Metrology Products (METPRO) CD.
10. NAVSEA OD 48939, Navy Calibration Equipment (NCE) List - Contained in the Navy Metrology Products (METPRO) CD.
11. NAVSEA ST700-AM-GYD-010/METCAL, Metrology and Calibration (METCAL) Laboratory Requirements and Certification Guide
12. NAVSEA ST700-AM-PRO-010/TAMS, Test and Monitoring Systems (TAMS) Program Operations and Procedures Manual
13. NAVSEA TT700-AA-CAL-010/TR-1 - Technical Requirements for Calibration of Test and Monitoring Systems (TAMS) - Contained in the Navy Metrology Products (METPRO) CD.
14. NAVSEA TT700-AB-CAL-010/TR-5 - Technical Requirements for Calibration Interval Establishment for Test and Monitoring Systems - Contained in the Navy Metrology Products (METPRO) CD.
15. NAVY Metrology Products (METPRO) CD, Contains Metrology Requirements List (METRL), Navy Calibration Equipment (NCE) List, the Navy Calibration Activity (NCA) list, Approved Instrument Calibration Procedures, and Approved Miscellaneous Metrology Publications. The Measurement Science Directorate, Naval Surface Warfare Center, Corona Division (NSWCCOR) distributes the Compact Disk.
16. NSWCCD INSTRUCTION 4734.1A, Metrology and Calibration Program

17. NSWCCD Division Management System Quality Manual/Quality Procedures
  18. OPNAVINST 3960.16, Navy Test and Monitoring Systems (TAMS)
  19. OPNAV INSTRUCTION 5100.23F - Navy Occupational Safety and Health (NAVOSH) Program
  20. SECNAV INSTRUCTION 3960.6, Department of the Navy Policy and Responsibility for Test, Measurement, Monitoring, Diagnostic Equipment and Systems, and Metrology and Calibration (METCAL).
  21. List of IM&TE and measurement standards requiring calibration procedures.
  22. List of systems for which system calibration procedures are required.
  23. List of automated calibration functions to be implemented.
  24. List of database tracking systems to develop.
  25. List of equipment that must be installed, operated, aligned, inspected, troubleshot, repaired, overhauled, modified, calibrated, and maintained.
  26. List of computer reports required from the Instrumentation Library's computerized databases.
  27. Priorities with which the items listed above are to be accomplished.
- B. Equipment Issue & Inventory Services and Financial Record Generation Task
1. Various lists of NSWCCD equipment.
  2. Lists of authorized equipment custodians (NSWCCD personnel who are permitted to borrow equipment from the Instrumentation Library).
  3. Various logs, databases and files that have been set-up as part of the NSWCCD equipment management program.
  4. Instrument pick-up and delivery locations.
  5. Equipment Inventory Listing.
- X. SPECIAL PROVISIONS
- A. Normal Place of Performance and Reimbursement for Travel Costs
- Work will normally be performed within the METCAL SCC facilities or work sites located at Carderock, MD. The contractor may be required to provide technicians to work within the METCAL SCC facilities or work sites located at NSWCCD-SSS, Philadelphia, PA.

On occasion, work may be required at NSWCCD detachments, remote sites, or aboard Naval vehicles.

B. Program Management

1. The Contractor shall provide a program manager who shall be responsible for the performance of the work. The name of this person and an alternate, who shall act for the Contractor when the program manager is absent, shall be designated in writing to the Contracting Officer and to the COR at time of award.
2. The program manager or alternate shall be available during normal working hours and shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.
3. The Contract Calibration/Automation Engineer shall provide full time on-site technical and administrative supervision of contractor personnel. This person shall interface with the COR on a daily basis. An alternate shall be identified to act as the on-site supervisor during any absence of the Calibration/Automation Engineer. A Lead Calibration/Repair Technician shall be identified as an alternate.
4. The Contractor may choose to have the Calibration/Automation Engineer also serve as the program manager.

C. Transportation of Government Equipment

The Contractor will be required to provide a vehicle(s) for transportation of Government equipment that includes IM&TE, IM&TE systems, measurement standards, computers, computer systems, repair parts, and supplies required to support this contract. The vehicle(s) shall be modified to ensure safe transportation of delicate instrumentation. The modifications shall include, but not be limited to: shelving, racks, pads, securing straps, and tie downs. The modifications shall be constructed in such a way as to accommodate a wide range of instrument types and sizes. The cargo shall be secured in such a way as to prevent damage and/or injury as a result of a sudden stop or impact. It shall be the Contractor's responsibility to ensure that the Government equipment is not damaged in transportation when utilizing the vehicle(s). Liability shall be in accordance with FAR 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(JAN 1986)(DEVIATION).

If Government equipment or material is required to be shipped to or from NSWCCD, the Contractor shall coordinate shipping in accordance with local NSWCCD shipping policies and procedures.

D. Hours of Work

Details of the hours of work for this contract are described below.

It is the Government's intent to have the services provided on a full time basis during performance as determined by the Government.

Overtime shall not be worked unless approval is obtained from the Contracting Officer's Representative in the form of a written technical instruction.

1. Work shall be scheduled 8 hours a day, 5 days a week, excluding Federal Holidays.
2. Work shall be performed between the hours of 0600 and 1730 with a 30-minute lunch period to be taken between the hours of 1100 and 1300 Monday through Friday, excluding Federal Holidays. This allows up to 3 hours flex time during the normal duty day.
3. Odd hour shifts, such as second or third shift or combinations of these may be required. Odd shift hours shall only be worked with written approval, in advance, from the COR.
4. Overtime may be required to meet critical deadlines. Overtime shall only be worked if authorized via a written technical instruction from the COR.
5. When possible, the Government will provide notification of the need for overtime 24 hours in advance. However, shorter notice may be given in the case of emergencies.
6. If an NSWCCD site is closed because of an emergency condition (e.g., snow, power outage, natural catastrophe, security threat, etc.) or by executive order, Contractor employees at the same site shall be excused from work for the same period of time as Government employees. In such a circumstance, Contractor employees scheduled to work at that time will be reimbursed for up to eight hours per employee per day, not to exceed 5 days during any Lot year as specified in Section B. However, if the Government considers any of the employees to be essential personnel at the time of closure and requires them to report to work, they will not be excused from work.

E. Extensive Overtime and/or Travel

In rare instances, the Contractor may be required to travel for extended periods of time (greater than 30 days). Also, overtime may be required for extended periods of time (e.g., overtime of 10 to 12 hours per day, 7 days a week, for several weeks). As stated above, overtime shall only be worked if authorized in a written technical instruction from the COR, prior to the overtime taking place.

F. Quality Reviews

The Government reserves the right to periodically conduct reviews of the Contractor's performance. These reviews may include but are not limited to: quality of work, quantity of work, safety procedures, accuracy and completeness of instrument calibrations, quality and completeness of repairs, accuracy and completeness of calibration, repair, and inventory records, logs, databases, files, and reports, the time required to perform the specified tasks, and

the cleanliness and orderliness of work and equipment storage areas.

G. Performance Requirements Summary (PRS)

The Performance Requirements Summary (PRS), Section J, Attachment 1 of this document, identifies the key performance indicators that will be evaluated by the Government to assure that the contractor meets performance standards.

H. Acceptable Quality Level (AQL)

The maximum percentage of defective units or the maximum number of defects per hundred that can occur in an acceptable performance of a task. The AQL is the deviation from perfect performance before the Government will consider the Contractor's performance unsatisfactory. The AQL does not allow the Contractor to knowingly offer defective services, but identifies thresholds of unsatisfactory performance. The notes as reflected in Section J, Attachment 1 discussing performance surveillance are as follows:

1. Surveillance period will be for the duration of a Lot Year.
2. If the AQL is exceeded, then the deductions are assessed for all of the unsatisfactory service.
3. A repair shall be judged unsatisfactory if the original malfunction is verified to persist or reoccurs no later than 30 calendar days after the completion date of the repair that was made to correct the malfunction.
4. If applicable, a deduction will be applied to the last invoice of the Lot in which the AQL was exceeded. Formula used for calculation:

$$\text{Deduction} = (\text{Lot Funding Limit}) \times (\text{Deduct Percentage}) \\ \times (\text{Percentage Unsatisfactory Service})$$

5. Example Calculation:

Suppose during a surveillance period it was determined that 4% of the calibrations were unsatisfactory, and suppose the lot funding limit is \$700K.

Then,

$$\text{Deduction} = (\$700K)(0.3)(0.04) = \$8400$$

I. Quality Control

The Contractor shall establish and maintain a complete Quality Control Plan to assure the requirements of the contract are met as specified. The plan shall include:

1. A written description of the Contractor's calibration system covering Inspection, Measuring and Test Equipment (IM&TE) and



measurement standards to satisfy each requirement of ANSI/NCSL Z540-1-1994 (American National Standard for Calibration - Calibration Laboratories and Measuring and Test Equipment - General Requirements).

2. An inspection system covering all of the services listed in Section J, Attachment 1 (Performance Requirements Summary). The inspection system shall specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspections.

3. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

4. Methods for assuring compliance with contract Data Requirements List, DD Forms 1423.

5. Methods of tracking subcontract efforts and procurements.

6. Methods of generating and following through on positive actions to correct deficiencies.

7. Performance standards the Contractor is going to use to judge that each Contractor employee provided under this contract produces work of satisfactory quality and quantity.

J. Contractor Performance Evaluations

The Government will evaluate the Contractor's performance in accordance with the Performance Requirements Summary (PRS), Section J, Attachment 1. The Contracting Officer shall be the final authority for determining the acceptability of the Contractor's performance.

K. Working Meetings

The Program Manager shall meet at least weekly with the COR during the first month of the contract. Meetings shall be at the COR's office. After the first month, meetings will be held as called by the COR. The meetings will be used to discuss contract problem areas and to discuss corrective actions.

L. Training

The Contractor shall provide fully trained personnel and provide periodic continuing training to keep employees current with the state of the art. This includes providing training for the repair and calibration of new IM&TE and measurement standards added to the NSWCCD inventory. The COR may require the Contractor to send personnel to off-site training courses or seminars to meet this requirement. Any courses or seminars attended, based on recommendations of the COR, will be reimbursable.

M. Good Housekeeping

Work and storage areas shall be free of excessive debris, oils, dirt, food residue, dampness or other conditions detrimental to the calibration, repair, and storage of IM&TE and measurement standards. There shall be no eating or storage of food within the environmentally controlled calibration laboratory areas.

N. Smoke Free Environment

There shall be no smoking within any of the work areas.

O. Appropriate Dress

Since Contractor personnel are required to interface with NSWCCD employees (visit offices, laboratories, and test facilities) as part of their duties, appropriate dress shall be worn. Wearing shorts, muscle shirts, sweat pants, and open toe footwear will not be considered appropriate for the NSWCCD work environment.

P. Safety

The Contractor shall comply with all Navy occupational health and safety regulations.

Q. Equipment Handling, Preservation, and Storage

IM&TE and measurement standards shall be handled, stored, and transported in a manner that shall not adversely affect the accuracy or condition of the equipment. Where equipment must be stored or conditioned under specific environmental conditions, these conditions shall be maintained, monitored, and recorded where necessary.

R. Physical Security

The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work day, Government facilities, equipment, and materials shall be secured. A daily log shall be maintained specifying areas secured and initialed by the individual responsible for securing each area.

S. Conservation of Utilities

The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operation under conditions that preclude the waste of utilities, including inefficient use of lighting and uneconomical use of water.

T. Backup for Task 3

On occasion, the COR may require the on-site manager or program manager to have any or all of the services required under Task 3 performed by contract personnel normally assigned to work in the other task areas.

#### U. Equipment Rentals

When required by the COR, the Contractor shall rent equipment needed for urgent use in the METCAL SCC facilities or in NSWCCD test programs. The Contractor shall be responsible to ensure that all rental IM&TE are calibrated in compliance with ANSI/NCSL Z540-1-1994 (American National Standard for Calibration - Calibration Laboratories and Measuring and Test Equipment - General Requirements). The Contractor shall be responsible for the timely issue and return of rental equipment. As rentals are received, the Government shall be supplied with invoices detailing rental rate and period of rental agreement for each item.

If a NSWCCD test program is extended and/or it becomes an uneconomical alternative to continue renting an item, the Government may direct the Contractor to purchase the item at its "buy-out" price. Any rental equipment purchased shall be assigned a Navy Identification Number and added to the NSWCCD Plant Account Inventory. The Government shall be supplied with invoices detailing quantity, type, and unit cost of each item.

#### V. Software

When required by the COR, the Contractor shall procure off the shelf software needed for use with Instrumentation Library and Calibration Laboratory computers. As procurements are received, the Government shall be supplied with invoices detailing quantity, type, and unit cost of each item.

### XI. SPECIAL PROVISIONS UNDER THE CALIBRATION AND REPAIR TASK

The following provisions shall apply to the calibration and repair task:

#### A. NAVSEA Type III Reference Standards Laboratory Policies/Procedures

1. The NSWCCD Reference Standards Laboratory, Navy Lab Code 'YFS', shall be operated by the Contractor utilizing SECNAV Instruction 3960.6 (Department of the Navy Policy and Responsibility for Test, Measurement, Monitoring, Diagnostic Equipment and Systems, and Metrology and Calibration), OPNAV Instruction 3960.16 (Navy Test and Monitoring Systems), NAVSEA ST700-AM-GYD-010/METCAL (Metrology and Calibration Laboratory Requirements and Certification Guide), NAVSEA ST700-AM-PRO-010/TAMS (Test and Monitoring Systems Program Operations and Procedures Manual), NAVSEA Instruction 4734.1A (Metrology and Calibration Program), NSWCCD Instruction 4734.1A (Metrology and Calibration Program) and NAVSEA 04-4734 (Naval and Marine Corps Calibration Laboratory Audit/Certification Manual) to provide guidance.

2. The Chief of Naval Operations (CNO) has adopted ANSI/NCSL Z540-1-1994 (American National Standard for Calibration - Calibration Laboratories and Measuring and Test Equipment - General Requirements) as the primary basis for criteria to ensure Naval calibration laboratories are capable of performing required calibration measurements. The Contractor must ensure that the

NSWCCD Reference Standards Laboratory, Navy Lab Code 'YFS', demonstrates conformance to this standard in accordance with NAVSEA 04-4734 (Naval and Marine Corps Calibration Laboratory Audit/Certification Manual).

3. NAVSEA 04-4734 (Naval and Marine Corps Calibration Laboratory Audit/Certification Manual) was written to provide guidance for interpreting and applying the criteria set forth in ANSI/NCSL Z540-1-1994 to the Navy Calibration Program. OPNAV Instruction 3960.16 (Navy Test and Monitoring Systems) requires that all Naval calibration laboratories/activities be reviewed at least once every three years to ensure compliance with Navy Directives and Instructions. The NSWCCD Reference Standards Laboratory shall maintain certification in accordance with NAVSEA 04-4734 by arranging for periodic audits to be performed by the Navy Fleet Technical Support Center, Atlantic Calibration Capability Audit Team located in Norfolk VA.

4. NAVSEA TT700-AA-CAL-010/TR1, Technical Requirements For Calibration of Test and Monitoring Systems (TAMS) provides guidance as a baseline for technical decisions relating to analysis of calibration requirements, determination of calibration approaches, selection and application of calibration equipment, preparation of calibration procedures and implementation of requirements for support of Navy Test and Monitoring Systems (TAMS).

5. Inspection, Measuring and Test Equipment (IM&TE) and measurement standards shall be calibrated and utilized in an environment controlled to the extent necessary to assure continued measurements of required accuracy, given due consideration to temperature, humidity, vibration, cleanliness, and other controllable factors. NAVAIR 17-35FR-06 (Facility Requirements for Navy Calibration Laboratories) provides guidance for environmental control.

6. NAVSEA TT700-AB-CAL-010/TR-5, Technical Requirements for Calibration Interval Establishment for Test and Monitoring Systems (TAMS), provides guidance on criteria, definitions, and guidelines for establishment and adjustment of calibration intervals for Navy TAMS.

7. NAVSEA OD 45845, Metrology Requirements List (METRL), provides guidance for determining authorized Navy calibration intervals and Navy approved calibration procedures. Calibrations shall be performed in accordance with intervals established in the METRL. However, when there is reason to suspect the accuracy of equipment (e.g. disagreement with other IM&TE or measurement standards, rough handling, damage, etc.), the equipment should be recalibrated even though the current calibration has not expired.

8. Inspection, Measuring and Test Equipment (IM&TE) and measurement standards shall be labeled to indicate calibration status. NAVSEA ST700-AM-GYD-010/METCAL, Metrology and Calibration Laboratory Requirements and Certification Guide, provides guidance on the description and use of Navy calibration labels and tags.

## B. Calibration Documentation

### 1. Records

The records for IM&TE and measurement standards shall include an individual record documenting the calibration status for each item. A calibration status file must be maintained that includes all TAMS and measurement standards submitted to the NSWCCD Reference Standards Laboratory for a calibration label.

### 2. Instrument Calibration Procedures

All calibrations of IM&TE and measurement standards shall be performed using approved Instrument Calibration Procedures (ICPs). Approved ICPs are listed in NAVSEA OD 45845, Metrology Requirements List (METRL). In the event that an ICP does not exist for an instrument to be calibrated, the Measurement Science Directorate, Naval Surface Warfare Center, Corona Division (NSWCCOR) must be notified using a Calibration Problem Report. If NSWCCOR authorizes the calibration activity to develop an ICP or Local Calibration Procedure (LCP), it shall be developed according to Navy METCAL instructions for developing calibration procedures utilizing NAVAIR 17-35TR-04 (Requirements for Preparation and Submission of Instrument Calibration Procedures) to provide guidance. The procedure shall be submitted to NSWCCOR for technical review and approval.

### 3. Certificates and Reports

When a calibration certificate or report is issued, the results of the calibration, or series of calibrations carried out by the calibration activity shall be accurate, clear, unambiguous and objective, in accordance with any instructions in the calibration methods. The results shall include all the information required by the method used. Certificates and reports shall be developed using Appendix B of NAVSEA 04-4734 (Naval and Marine Corps Calibration Laboratory Audit/Certification Manual) to provide guidance.

## C. Subcontract Calibrations/Repairs

### 1. The Contractor may subcontract calibrations/repairs when:

a. The subcontractor offers fixed published prices for the calibration and/or repair of the model of equipment that NSWCCD owns and requires calibration/repair. The Contractor shall obtain the COR's approval before using these fixed price services if the subcontractor's cost is greater than \$2,500.00 per purchase order. In order to utilize a Subcontractor for calibrations, the Subcontractor shall comply with the requirements of ANSI/NCSL Z540-1-1994 (American National Standard for Calibration - Calibration Laboratories and Measuring and Test Equipment - General Requirements).

b. The COR approves subcontracting the repair or calibration of the equipment because:

(1) The NSWCCD calibration and repair laboratory is not equipped to perform all of the repairs and or calibrations required.

(2) The Subcontractor can perform the calibrations and repairs more cost effectively and/or faster.

2. The Contractor shall be responsible for all efforts required for subcontracting including appropriately packing, shipping, or otherwise transporting the equipment to and from the Subcontractor and for accepting the Subcontractor's work.

3. The Contractor shall be responsible for ensuring that the Subcontractor is in compliance with ANSI/NCSL Z540-1-1994 when providing calibration services. The contractor must maintain a file of approved vendors with supporting documentation.

D. Repair Parts, Materials, and Supplies

1. The Contractor shall provide all parts, materials, and supplies necessary to do work other than that indicated in Section VII of the Statement of Work as GFE. The Government will supply the Contractor with the repair parts it currently has in storage shelves, but as these supplies are used, the Government will not supply replacements. The Contractor shall obtain the COR's approval before buying the parts, materials, or supplies only if the cost of each purchase order issued is more than \$2,500.00. Also, before ordering the parts, materials, and supplies, the Contractor shall review NSWCCD in-house parts lists and Federal Supply lists for the items. If the items are on these lists and they are lower in cost than the Contractor's purchase price, the Contractor shall notify the COR who will determine whether the Government or the Contractor will procure the items.

2. The COR may also require the on-site manager to recommend repair parts to be purchased, with associated price information, for servicing specific equipment. After the COR approves the recommendations, the on-site manager shall initiate ordering the parts.

3. The COR may require the on-site manager to make an emergency pickup or delivery of parts, materials, or supplies. If the COR specifies that the pickup or delivery is an emergency, the on-site manager shall have a person dispatched within a reasonable time to meet the deadline.

4. The Government shall be supplied with invoices detailing quantity, type, and unit cost of each item procured. All parts, materials, and supplies purchased to support this contract become government property upon payment of the invoices.

E. Equipment Repairs

The Contractor shall maintain records for each piece of equipment repaired. Each record documenting a repair action shall include a

diagnosis of the problem, the action taken to resolve the problem, the number of hours expended, the materials used, and their cost.

F. Cleaning of Equipment

In the course of calibrating and repairing equipment, the contractor shall identify equipment that requires cleaning. The on-site manager will provide this information to the COR and the COR will determine which items shall be washed and thoroughly dried to improve appearance and functional qualities. All equipment shall be cleaned externally, removing stickers, etc., which do not belong on the equipment. Navy Identification Numbers and NSWCCD Barcodes shall not be removed from any item unless required by the COR.

G. Emergency Repairs and Calibrations

The COR shall designate, to the on-site manager, emergency repairs and calibrations. Emergency repairs and calibrations shall be completed on the same day or within the time frame designated by the COR. The COR may require the on-site manager to have overtime worked to complete the repairs and calibrations by the required date. If the repairs and calibrations cannot be completed within the specified time frame, written notification/justification shall be provided to the COR with an estimated completion date.

NOTE: Overtime shall not be worked unless overtime hours are approved in writing by the COR.

H. On-Site Repair and Calibrations

Equipment requiring repair and calibration is located at NSWCCD facilities and other sites. The COR may require the on-site manager to have equipment removed from the site, transported to the NSWCCD Reference Standards Laboratory or another outside calibration and repair facility, repair and/or calibrate the equipment as required, and then return the equipment to the site. The COR may also require the on-site manager to have a technician go to a site to perform a repair and/or calibration at that location. If the COR specifies that the repair and/or calibration is an emergency, the on-site manager shall have a technician leave for the site within a reasonable time to meet the deadline. The COR may require the on-site manager to schedule and perform periodic maintenance on equipment at on-site locations to ensure that the equipment is in good working condition. The Contractor shall transport all equipment and tools required to the site location.

I. Repair Parts Inventories

The Contractor shall maintain the repair parts storage areas based on technical instructions by the COR to the on-site manager. All repair parts shall be properly labeled and in their appropriate storage locations. When the supply of any repair parts is below a threshold set by the COR, the Contractor shall order the replacement parts. The on-site manager shall prepare a written list of recommended repair parts to be purchased and their cost, for equipment identified by the COR. The on-site manager shall

order all parts which the COR has approved. The Contractor shall maintain a computer based parts inventory system containing information which includes part numbers, item descriptions, barcodes, manufacturers, cross references/substitutions, quantity on hand, minimum quantity required, and part cost. This system shall be updated with additions, deletions, and other changes as parts are received or consumed.

J. Repair Parts Quality

Repair parts shall equal or exceed the quality, performance, and reliability of the original parts they replace.

K. Calibrations/Repairs At The Contractor's Own Facilities

Equipment may be calibrated and/or repaired at the Contractor's own facilities if:

1. The facilities and measurement standards meet all Navy requirements. The calibration laboratory shall comply with ANSI/NCSL Z540-1-1994 (American National Standard for Calibration - Calibration Laboratories and Measuring and Test Equipment - General Requirements);

2. The Contractor's proposed rates for calibrations and repairs are agreed to; and

3. Calibration and/or repair at the Contractor's facilities is authorized and approved by the COR.

Acceptance testing of equipment calibrated and/or repaired at the Contractor's own facilities shall be documented and subject to the same quality control procedures as equipment calibrated and/or repaired at other off-site facilities.

L. Documentation Errors

In the course of performing calibrations and repairs, the Contractor shall review all written manuals and procedures for errors. The on-site manager shall bring any errors thus discovered to the COR's attention. The on-site manager shall have the errors documented and corrected before the equipment is calibrated, maintained, repaired, or tested.



#### SECTION D Packaging and Marking

All deliverables shall be marked on the outside with the name and address of the Naval Surface Warfare Center. The COR shall be identified along with the contract number, a description of the contents of the package, and any other further markings that may be required by other provisions of this contract. An item shall be packaged and shipped in accordance with the contractor's standard commercial practice.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-6	Inspection--Time-And-Material And Labor-Hour
252.246-7000	Material Inspection And Receiving Report

MAY 2001
DEC 1991

## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DELIVERY DATE</u>
0001-0005AB	1 Lot	From the effective date of the contract through 12 months thereafter
0006-0010AB	1 Lot	Month 13 through Month 24
0011-0015AB	1 Lot	Month 25 through Month 36
0016-0020AB	1 Lot	Month 37 through Month 48
0021-0025AB	1 Lot	Month 49 through Month 60
0026-0027	1 Lot	As required
0028	1 Lot	Per DD Form 1423 (See Section J)

## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies to the contract auditor at the following address: (TO BE SPECIFIED AT TIME OF AWARD) unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to ( TO BE SPECIFIED AT TIME OF AWARD).

Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report" is required only with the final invoice.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-47	Service Contract Act (SCA) Minimum Wages And Fringe Benefits	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001



52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.245-1	Property Records	APR 1984
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998

252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (TO BE DETERMINED AT TIME OF AWARD) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with

present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Electronics Technician, Maintenance III	\$22.42
Electronics Technician, Maintenance II	\$20.36
Electronics Technician, Maintenance I	\$16.19
Order Clerk II	\$16.44

(End of clause)

#### 52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of

conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

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(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall,

until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)



(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

**(TO BE COMPLETED AT TIME OF AWARD, IF APPLICABLE)**

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

**(TO BE COMPLETED AT TIME OF AWARD, IF APPLICABLE)**

(End of clause)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the

Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov/far/>

DFAR Clauses: <http://www.acq.osd.mil/dp/dars/dfars.html>

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DFARs (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

ALL

(End of Clause)

#### CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

- (a) The COR for this contract is:

Name: [ \* ]  
 Mailing Address: [ \* ]  
 Code: [ \* ]  
 Telephone No.: [ \* ]

\* TO BE COMPLETED AT TIME OF AWARD

- (b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).
- (c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

#### CAR-I03 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

- (a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or

production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

#### CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [TO BE COMPLETED AT TIME OF CONTRACT AWARD] inclusive of fee. It is estimated that these funds will cover the cost of performance through [ TO BE COMPLETED AT TIME OF CONTRACT AWARD ]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [ TO BE COMPLETED AT TIME OF CONTRACT AWARD ] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

#### CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's



sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

#### CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Linda Jenista-Martin  
ADDRESS: Naval Surface Warfare Center, Carderock Division  
Code 3321

9500 MacArthur Blvd.  
West Bethesda, MD 20817-5700  
TELEPHONE: (301)227-5774

#### CAR-I13 STANDARD COMMERCIAL WARRANTY (JAN 1992)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of \_\_\_\_ months. (Offeror is to insert number.)

#### CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

## SECTION J List of Documents, Exhibits and Other Attachments

The following documents are physically included in this solicitation document:

DD Form 1423	Contract Data Requirements List (CDRL)	Exhibit A (2 pages)
DD Form 1664	Data Item Descriptions	Exhibit B (32 pages)
	Wage Determination No. 94-2104 (Rev 20)	Exhibit C (8 pages)
	Performance Requirements Summary	Attachment 1 (2 pages)
	Resume Format	Attachment 2 (3 pages)
	Calibration Laboratory Measurement Areas	Attachment 3 (1 page)
SF LLL	Disclosure of Lobbying Activities	Attachment 4 (3 pages)
	Experience and Past Performance Questionnaire	Attachment 5 (4 pages)
	Equipment List	Attachment 6 (44 pages)

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

## 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **811219**.

(2) The small business size standard is **\$6M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

( ) Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION



(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official  
Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal  
Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

## 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

\_\_\_\_\_

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

\_\_\_\_\_

(End of provision)

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish—

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry;  
or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ( ) No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( ) No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28 Alt I	Invitation to Propose Performance-Based Payments (Mar 2000)	MAR 2000
	Alternate I	
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

## 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time and Materials contract resulting from this solicitation.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Linda Jenista-Martin  
Naval Surface Warfare Center, Carderock Division  
Code 3321, Building 121, Room 200  
9500 MacArthur Boulevard  
West Bethesda, MD 20817-5700

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov/far/>  
DFAR Clauses: <http://www.acq.osd.mil/dp/dars/dfars.html>

**CAR-L02 SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

**CAR-L05 SELECTED COST DATA (TIME AND MATERIAL) (JUN 1996) (NSWCCD)**

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the cost elements contained in your proposal. The following are examples of various cost elements which may be applicable.

(a) **DIRECT LABOR** - Identify, for each labor category and quantity of hours as set forth in Section B of this solicitation, the direct labor rate by category and total direct labor costs proposed for each year of the contract. Provide this information for the prime contractor's direct labor only. If a portion of the Direct Labor hours are to be subcontracted, appropriate subcontractor information shall be provided in accordance with the paragraph entitled "Subcontractor Direct Labor" below.

(b) **FRINGE BENEFITS** - If applicable and separately identified in accordance with your normal accounting procedures, identify the fringe benefit rate(s), the cost element(s) to which this rate is applied and total fringe benefit cost being proposed for each year of the contract.

(c) **OVERHEAD** - Identify the current and/or projected overhead rate(s), the cost element(s) to which this rate(s) is applied and total overhead cost being proposed for each year of this contract.

(d) **SUBCONTRACTOR DIRECT LABOR** - Identify (if applicable), any proposed subcontractor direct labor intended for use under this contract. Identify the labor categories as set forth in Section B and number of hours to be subcontracted by category for each year of the contract, the subcontractor's direct labor rate by category, and total direct labor costs proposed for each year of the contract. In addition, provide information regarding subcontractor fringe benefit, overhead, G&A, profit, etc. required by paragraphs (b), (c), (e), (f), and (h) of this provision.

(e) **GENERAL & ADMINISTRATIVE EXPENSE** - Identify the G&A rate(s), the cost element(s) to which this rate(s) is applied and the total G&A cost proposed for each year of this contract.

(f) **PROFIT** - Identify the profit amount, the cost elements to which profit has been applied and the total amount proposed for each year of this contract.

(g) **SUPPORT COSTS** - Identify and include the support costs which appear as not-to-exceed line items in Section B of the solicitation in your cost proposal. Support costs will be reimbursed at cost plus G&A (no profit) only.

(h) **OTHER** - Identify any other direct or indirect cost elements being proposed which are not included above but are applicable to your cost proposal. Indicate what cost elements are included in the calculation, the specific rates being applied, the cost elements to which they have been applied and the proposed costs for each year of this contract. In addition, provide the name, address and telephone number of the Defense Contract Audit Agency (DCAA) responsible for conducting the audits of prime contractor and subcontractor organizations.

**CAR-L08 RESUME REQUIREMENTS (JUN 1996) (NSWCCD)**

(a) The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

#### CAR-L11 PROPOSAL PREPARATION REQUIREMENT

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

<u>Documents</u>	<u>Original</u>	<u>Copies</u>
Volume I - Solicitation, Offer and Award Document (SF-33)	1	1
Volume II - Technical/Management Proposal	1	4
Volume III - Cost Proposal	1	4

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

Length: The sections shall be as brief as possible, consistent with complete submission. Pages should not exceed 8 1/2 inches in width and 11 inches in length; however, foldout pages depicting such items as sketches, etc., may be used.

Differences between Proposal Format and RFP: Offerors shall provide an explanation, in a clearly understandable format such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is actually submitted.

#### (1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

#### (2) TECHNICAL/MANAGEMENT PROPOSAL



The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized as described by Volume II below, and shall address in detail the following information:

### **Proposal Content and Format**

**Volume I** - One signed and completed Request for Proposals set, including the SF33, all required certifications, and a completed DD 1423, Contract Data Requirements List (if applicable).

**Volume II** - TECHNICAL/MANAGEMENT PROPOSAL. The Technical/Management Proposal shall be severable and shall contain NO PRICING INFORMATION. The Technical/Management Proposal shall be structured as follows with the four main evaluation factors:

1. Personnel
2. Past Performance and Experience
3. Quality Assurance Plan
4. Management Plan

**1. Personnel** - Offerors shall provide education, training, and experience (see Section J, Attachment 2) of each individual proposed for each labor category shown below. Personnel will be evaluated on information provided within the contents of the resumes only. Information provided outside of the resumes **will not** be considered for evaluation, i.e., introductions or summarizations.

**Mandatory Requirements** - To be considered for award of a resultant contract, proposals submitted in response to this solicitation must meet the following mandatory requirements:

- ? ALL CONTRACT PERSONNEL ARE REQUIRED TO BE UNITED STATES CITIZENS.
- ? DUE TO MANAGEMENT/COORDINATION CONSIDERATIONS, THE CALIBRATION/AUTOMATION ENGINEER KEY LABOR POSITION **SHALL NOT** BE SUBCONTRACTED. PROPOSALS THAT DO NOT ADHERE TO THIS PROVISION WILL BE CONSIDERED UNACCEPTABLE.
- ? OFFERORS SHALL SUBMIT THE NUMBER OF RESUMES INDICATED FOR EACH LABOR CATEGORY. **If all resumes are not submitted with the proposal, the proposal will be considered as incomplete and unacceptable.**

Resumes submitted in response to this solicitation must meet the mandatory minimum requirements specified for each labor category below, before the desirable qualifications are scored. **If an individual does not meet all of the mandatory qualifications, his/her resume will not be scored for desirable qualifications.**

It is possible that the offeror's job categories/titles may not conform to the categories/titles specified in this solicitation. If that is the case, the offeror must provide a cross-reference for its categories/titles to the categories/titles specified for all categories.

In the event that an individual proposed for performance in the solicitation is not currently employed by the offeror, the offeror shall include with that individual's resume, a letter of intent signed by that individual which states the individual's intent to accept employment with that offeror within 30 days of contract award if the contract is awarded to the offeror. Further, if any of the key personnel proposed for performance under the resultant contract are changed after pre-award evaluation but prior to contract award, the offeror shall advise the Contracting Officer of this change and shall submit resumes of the substituted personnel for re-evaluation of the proposal as appropriate.

Although the labor titles of the employees listed in the solicitation do not match the labor titles contained in the Wage Determination attached to the solicitation, all employees except the Calibration/Automation Engineer and Clerk are considered Electronics Technicians, Levels I, II, or III. The Clerk is considered an Order Clerk, Level II. Offerors shall specify which category/levels are being proposed in their cost proposal. The Calibration/Automation Engineer is considered a professional employee and is therefore exempt from the Service Contract Act.

Submit the number of personnel resumes indicated for each **key labor category** listed below:

<u>KEY PERSONNEL CATEGORY</u>	<u>REQUIRED NUMBER OF RESUMES</u>
Lead Calibration/Repair Technician	3
Calibration/Repair Technician	4
Calibration/Automation Engineer	1
Junior Calibration/Repair Technician	2
Clerk	1
Total	11

Key Personnel:

**a. LEAD CALIBRATION/REPAIR TECHNICIAN REQUIREMENTS (3 RESUMES)**

(1) Each Lead Calibration/Repair Technician shall have the following mandatory qualifications:

(a) A working knowledge of the basic concepts of electronics and science. This knowledge shall include basic electricity, electronics, circuit theory, digital logic, algebra and physics. Typically, the technician successfully completing a one-year certificate program in electronic technology from an accredited school or equivalent military training program would have gained this knowledge.

(b) Successfully completed a military precision measurement and calibration training program or equivalent training from an accredited school or has had at least one year of on-the-job training, performing calibrations and repairs in a metrology laboratory. Note: If on-the-job training is used to meet this qualification, credit will not be given for work experience during the same period.

(c) At least three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards. Included must be demonstrated experience in troubleshooting IM&TE and measurement standards by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(d) At least three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating physical/mechanical Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards.

(e) Experience within the last ten years correcting, modifying or developing calibration procedures for IM&TE.

(2) It is desirable that each Lead Calibration/Repair Technician have the following qualifications in addition to the mandatory qualifications:

(a) More than three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards in the AC/DC, waveform, signal generation and frequency measurement areas of the electrical/electronics calibration laboratory. **Section J, Attachment 3 defines these measurement areas. Amount of experience in each measurement area must be identified.** Included must be demonstrated experience in troubleshooting IM&TE and measurement standards by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(b) More than three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating physical/mechanical Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards in the mass, torque, vibration, pressure/vacuum, force/tension, temperature/humidity, dimensional, and liquid flow measurement areas of the physical/mechanical calibration laboratory. **Section J, Attachment 3 defines these measurement areas. Amount of experience in each measurement area must be identified.**

(c) Advanced training, such as AS, BS, or non-college classroom hours, etc., in electronics and science.

(d) Advanced training, such as AS, BS, or non-college classroom hours, etc., in precision measurement and calibration.

(e) Experience in the last ten years developing complete calibration procedures for a wide range of IM&TE.

#### **b. CALIBRATION/REPAIR TECHNICIAN REQUIREMENTS (4 RESUMES)**

(1) Each Calibration/Repair Technician shall have the following mandatory qualifications:

(a) A working knowledge of the basic concepts of electronics and science. This knowledge shall include basic electricity, electronics, circuit theory, digital logic, algebra and physics. Typically, the technician successfully completing a one-year certificate program in electronic technology from an accredited school or equivalent military training program would have gained this knowledge.

(b) Successfully completed a military precision measurement and calibration training program or equivalent training from an accredited school or has had at least one year of on-the-job training, performing calibrations and repairs, in a metrology laboratory. NOTE: If on-the-job training is used to meet the mandatory precision measurement and calibration training requirements, credit will not be given for work experience during the same time period.

(c) At least three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards. Included must be demonstrated experience in troubleshooting IM&TE and measurement standards by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(2) It is desirable that each Calibration/Repair Technician have the following qualifications in addition to the mandatory qualifications:

(a) More than three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards in the AC/DC, waveform, signal generation and frequency measurement areas of the electrical/electronics calibration laboratory. **Section J, Attachment 3 defines these measurement areas. Amount of experience in each measurement area must be identified.** Included must be demonstrated experience in troubleshooting IM&TE and measurement standards by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(b) Advanced training, such as AS, BS, or non-college classroom hours, etc., in electronics and science.

(c) Advanced training, such as AS, BS, or non-college classroom hours, etc., in precision measurement and calibration.

**c. CALIBRATION/AUTOMATION ENGINEER REQUIREMENTS (1 RESUME)**

(1) The Calibration/Automation Engineer shall have the following mandatory qualifications:

(a) At least a 4-year degree from an accredited university in an engineering field, physics, computer science, applied mathematics, or engineering technology.

(b) Successfully completed a military precision measurement and calibration training program or equivalent training from an accredited school or has had at least one year of on-the-job training, performing calibrations and repairs in a metrology laboratory. Note: If on-the-job training is used to meet this qualification, credit will not be given for work experience during the same period.

(c) At least three years experience in the last ten years designing, developing, setting up, and applying automated instrumentation systems including developing software for the systems.

(d) At least three years experience in the last ten years developing complete calibration procedures for Inspection, Measuring and Test Equipment (IM&TE) and IM&TE systems.

(e) At least three years experience in the last ten years troubleshooting IM&TE by making measurements with test equipment to identify problems to the component level.

(f) At least three years experience in the last ten years as a technical and administrative supervisor of calibration and repair technicians.

(g) At least one year experience in the last ten years using software such as National Instruments' LabVIEW for Windows or similar software to develop acquisition, monitoring, and control applications.

(h) At least one year experience in the last ten years programming Programmable Logic Controllers (PLC's).

(i) At least one year experience in the last ten years using database software on IBM compatible personal computers (PC's).

(2) It is desirable that the Calibration/Automation Engineer have the following qualifications in addition to the mandatory qualifications:

(a) More than three years experience in the last ten years designing, developing, setting up, and applying automated instrumentation systems including developing software for the systems.

(b) More than three years experience in the last ten years developing complete calibration procedures for Inspection, Measuring and Test Equipment (IM&TE) and IM&TE systems.

(c) More than three years experience in the last ten years troubleshooting IM&TE by making measurements with test equipment to identify problems to the component level.

(d) More than three years experience in the last ten years as a technical and administrative supervisor of calibration and repair technicians.

(e) At least a 4-year degree from an accredited university in electronics or electrical engineering.

(f) Advanced training, such as AS, BS, or non-college classroom hours, etc., in precision measurement and calibration.

(g) More than one year experience in the last ten years using software such as National Instruments' LabVIEW for Windows or similar software to develop acquisition, monitoring, and control applications. Experience with LabVIEW is preferred.

(h) More than one year experience in the last ten years programming Programmable Logic Controllers (PLC's).

(i) More than one year experience in the last ten years using database software on IBM compatible personal computers (PC's).

#### d. JUNIOR CALIBRATION/REPAIR TECHNICIAN REQUIREMENTS (2 RESUMES)

(1) Each Junior Calibration/Repair Technician shall have the following mandatory qualifications:

(a) A working knowledge of the basic concepts of electronics and science. This knowledge shall include basic electricity, electronics, circuit theory, digital logic, algebra and physics. Typically, the technician successfully completing a one-year certificate program in electronic technology from an accredited school or equivalent military training program would have gained this knowledge.

(b) Successfully completed a military precision measurement and calibration training program or equivalent training from an accredited school or has had at least one year of on-the-job training, performing calibrations and repairs, in a metrology laboratory. NOTE: If on-the-job training is used to meet the mandatory precision measurement and calibration training requirements, credit will not be given for work experience during the same time period.

(c) At least one year experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE). Included must be demonstrated experience in troubleshooting IM&TE by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(2) It is desirable that each Junior Calibration/Repair Technician have the following qualifications in addition to the mandatory qualifications:

(a) More than one year experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE) in the AC/DC, waveform, signal generation and frequency measurement areas of the electrical/electronics calibration laboratory. **Section J, Attachment 3 defines these measurement areas. Amount of experience in each measurement area must be identified.** Included must be demonstrated experience in troubleshooting IM&TE by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(b) Advanced training, such as AS, BS, or non-college classroom hours, etc., in electronics and science.

(c) Advanced training, such as AS, BS, or non-college classroom hours, etc., in precision measurement and calibration.

**e. CLERK REQUIREMENTS (1 RESUME)**

(1) The clerk shall have the following mandatory qualifications:

(a) At least one-year experience in the last five years placing purchase orders for supplies and/or services and tracking the orders and associated invoices.

(b) At least one year experience in the last five years setting up and maintaining extensive, accurate, and complete record-keeping systems and associated forms.

(c) At least one year experience in the last five years interfacing with outside activities/companies over the telephone and in writing.

(d) At least one year experience in the last five years utilizing an IBM compatible computer for database and word processing applications.

(2) It is desirable that the clerk have the following qualifications in addition to the mandatory qualifications:

(a) More than one-year experience in the last five years placing purchase orders for supplies and/or services and tracking the orders and associated invoices.

(b) More than one year experience in the last five years setting up and maintaining extensive, accurate, and complete record-keeping systems and associated forms.

(c) More than one-year experience in the last five years interfacing with outside activities/companies over the telephone and in writing.

(d) More than one-year experience in the last five years utilizing an IBM compatible computer for database and word processing applications.

**2. Past Performance and Experience**

The Offeror shall provide a chart, in tabular form, listing the following information for Government and commercial contracts performed during the past five years indicating related work:

Column 1 – Contract Title  
 Column 2 - Contract number  
 Column 3 - Type of contract  
 Column 4 - Period of performance (month/year started and completed)  
 Column 5 - Award price/cost  
 Column 6 - Final price/cost and total man-years of effort  
 Column 7 - Contracting activity and address  
 Column 8 - Principal Contracting Officer's name/telephone number and Technical Representative's name/telephone number

A past performance and experience questionnaire (Section J, Attachment 4) will be sent by the government to each of the contracting activities identified by the offeror in order to evaluate the following subfactors:

a. Past Performance - The quality of past performance shall be determined by obtaining feedback from contracting activities. Offerors with no past performance history shall receive a neutral evaluation. Proposals will be given credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no

past performance. In addition to the following business management categories, the technical categories identified in paragraph 2.b. below will also be evaluated as they relate to past performance.

- (1) Adherence to work order directives, task assignments, or mission requirements.
- (2) Timeliness, quality and accuracy of technical reporting.
- (3) Timeliness, quality and accuracy of financial and business reporting.
- (4) Utilization and cross-training of personnel.
- (5) Problem identification and resolution.
- (6) Effectiveness of safety program.
- (7) Communicating and interfacing with Government personnel.
- (8) Initiative and innovation in accomplishing requirements.
- (9) Compliance with contractual terms and conditions.
- (10) Subcontracting practices and performance.

(11) Performance with respect to achieving small and small disadvantaged business goals, i.e. compliance with the clause at FAR 52.219-8, "Utilization of Small Business Concerns"\* and with the clause at FAR 52.219-9, "Small Business Subcontracting Plan"\*\*.

\* 52.219-8 applies to all offerors, including small businesses

\*\* 52.219-9 applies only to offerors that are a large business

The Navy also intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of any offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information from sources other than those identified by the offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated.

b. Experience - Offerors shall provide experience narratives, for each of the Government and commercial contracts identified that describe the performance of tasks related or similar to the tasks identified in Section C – Statement of Work to include:

- (1) A brief technical description of the scope of work.
- (2) Types of IM&TE calibrated and repaired.
- (3) Types of systems repaired and maintained.
- (4) Database tracking systems used, developed and/or implemented.
- (5) Automated IM&TE, calibration, repair and inventory systems used, developed and/or implemented.
- (6) Subcontract services (Identify firms and percentage of support provided).
- (7) A list of proposed key personnel who worked on the contract.
- (8) Cost growth or delays encountered. If delays were encountered, were the delays caused by the contractor? If so, what measures were taken to correct the delays?

### 3. Quality Assurance Plan

a. **Mandatory Requirements** - Proposals submitted in response to this solicitation must meet the following mandatory ANSI/NCSL Z540-1-1994 requirements:

- ? THE QUALITY ASSURANCE PLAN MUST BE DOCUMENTED IN A QUALITY MANUAL.
- ? THE QUALITY MANUAL MUST STATE THE QUALITY POLICY
- ? THE QUALITY MANUAL AND RELATED DOCUMENTATION MUST INCLUDE THE ORGANIZATIONAL STRUCTURE, RESPONSIBILITIES, PROCEDURES, PROCESSES AND RESOURCES FOR IMPLEMENTING QUALITY MANAGEMENT.

b. The offeror's Quality Assurance Plan shall demonstrate whether the Plan satisfies:

(1) All requirements of ANSI/NCSL Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment), in accordance with NAVSEA 04-4734 (Naval and Marine Corps Calibration Laboratory Audit/Certification Manual).

The ANSI/NCSL Z540-1-1994 document is available for purchase from National Conference of Standards Laboratory International.

NCSL International  
1800 30<sup>th</sup> Street, Suite 305B  
Boulder, Colorado 80301-1026

Phone: (303) 440-3339  
Fax: (303) 440-3384

(2) That the services required in the performance requirements summary (Section J, Attachment 1) will be met.

#### **4. Management Plan**

Offeror shall provide a description of the organization's characteristics and methodologies that the offeror proposes to support the resultant contract. This description should demonstrate the offeror's ability to technically and administratively manage the resultant contract in a timely and efficient manner. At a minimum, the plan shall describe the following topics:

- (a) Organizational structure.
- (b) Internal management communication lines.
- (c) Supervision, evaluation and direction of employees.
- (d) Subcontractor integration in overall management approach.
- (e) Transition approach, as this is a follow-on contract.
- (f) Progress, status and management reporting.
- (g) Financial control systems to provide expenditure information.
- (h) Participation of small and small disadvantaged business

**Volume III** - COST OR PRICE PROPOSAL - To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. Offerors shall specify which category/levels are being proposed in their cost proposal. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

##### **Direct Labor Costs:**

(1) Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified in Section L, paragraph 1. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.

(2) If an Offeror's proposed labor category differs in name from those listed in Section L, paragraph 1, a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.

(3) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

(4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.



(5) The Offeror shall provide a copy of the Employment Contract or Letter of Intent for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

**Subcontracting Costs:** The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

**Consultants:** If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the Offeror.

**Indirect Rates:** Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

**Facilities Capital Cost of Money:** If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

**Fee:** Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

**Support Costs:** These costs reflect all other direct costs which are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, travel and computer usage) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the Offeror shall identify these costs and their applicable rate as provided in Section B. Lastly, It should be noted that all support costs are non-fee bearing costs.

An offer is presumed to represent an offeror's best efforts to respond to the solicitation.

Any inconsistency, whether real or apparent, between promised performance and cost or price, should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price should be explained; or, if a business policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal.

Any significant inconsistency, if unexplained, raises a fundamental issue of the understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the offer.

The burden of proof as to cost credibility rests with the offeror.

## SECTION M Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-M03 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) ALTERNATE I (AUG 1999) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Major factors against which offers will be evaluated are set forth below that make up the Technical/Management Proposal, and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The major evaluation factors listed below are in both descending order and degree of relative importance.

1. Personnel
2. Past Performance and Experience
3. Quality Assurance Plan
4. Management Plan

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical/Management Proposal.* The evaluators will prepare a narrative description and assign a point score for each technical and management evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) *Cost or Price Proposal.*

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be

considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

*(3) Evaluation of Indirect Rates Applicable to Support Costs:*

(i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for CLINs 0001 through 0025AB, plus support and subcontract costs. It is intended to reimburse support and subcontract costs on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee). Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the not-to-exceed (NTE) amounts specified for support and subcontract costs.

(ii) If the offeror's DCAA approved accounting system includes the application on any other indirect cost rates (in addition to G&A) to the support and subcontract cost items, those rates shall be identified in the proposal and will also be added to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

(iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate what would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE amounts specified, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(v) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

*(d) Competitive Acquisition Instructions.*

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) **Discussion/Final Proposal Revisions.** The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of

discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) ***Basis for Contract Award.*** The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(g) ***Evaluation Factors.*** The evaluation factors and significant subfactors are listed below in both descending order and degree of relative importance.

**1. Personnel** - If the Mandatory Requirements stated in Section L, paragraph 1. of the Personnel evaluation factor are not met, the offeror's proposal will not be evaluated further.

All of the labor categories listed below are key personnel. The Personnel evaluation factor is the most important factor of the four factors listed in the solicitation. The offeror will be evaluated based on the education and experience illustrated in their proposed resumes and their relevance to the Statement of Work. The offeror will be evaluated on how well the offeror's proposed personnel, including any subcontractors, meet or exceed the Government's qualifications as stated in Section L. The offeror will be evaluated on whether they have provided an adequate quantity of proposed personnel to meet the requirements of the Statement of Work. All resumes for a particular category will be given weighted scores based on the hours proposed for each resume and then an overall average score will be derived for that category.

In addition to the Mandatory Requirements discussed above, the offeror's personnel whose resumes do not meet the mandatory qualifications specified for each labor category in Section L, will not be evaluated further. These mandatory qualifications will not receive a point value but a yes/no response. Offeror's personnel who do not meet the desired education and experience levels specified under each key labor category below will be scored downward as appropriate. Length of experience shall be as of the date of the submission of proposals. The relative importance of the labor categories or subfactors is listed below in descending order of importance. Category a. is slightly more important than category b. Category b. is slightly more important than category c. Category c. is significantly more important than category d, which is significantly more important than category e.

- a. Lead Calibration/Repair Technicians
- b. Calibration/Repair Technicians
- c. Calibration/Automation Engineer
- d. Junior Calibration/Repair Technicians
- e. Clerk

**a. LEAD CALIBRATION/REPAIR TECHNICIAN REQUIREMENTS (3 RESUMES)**

(1) The offeror's resumes will be reviewed to determine whether the following mandatory qualifications have been met:

(a) A working knowledge of the basic concepts of electronics and science. This knowledge shall include basic electricity, electronics, circuit theory, digital logic, algebra and physics. Typically, the technician successfully completing a one-year certificate program in electronic technology from an accredited school or equivalent military training program would have gained this knowledge.

(b) Successfully completed a military precision measurement and calibration training program or equivalent training from an accredited school or has had at least one year of on-the-job training, performing calibrations and repairs in a metrology laboratory. Note: If on-the-job training is used to meet this qualification, credit will not be given for work experience during the same period.

(c) At least three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards. Included must be demonstrated experience in troubleshooting IM&TE and measurement standards by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(d) At least three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating physical/mechanical Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards.

(e) Experience within the last ten years correcting, modifying or developing calibration procedures for IM&TE.

(2) The offeror's resumes will be evaluated to determine if the following desirable qualifications have been met, in addition to the mandatory qualifications:

(a) More than three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards in the AC/DC, waveform, signal generation and frequency measurement areas of the electrical/electronics calibration laboratory. **Section J, Attachment 3 defines these measurement areas. Amount of experience in each measurement area must be identified.** Included must be demonstrated experience in troubleshooting IM&TE and measurement standards by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(b) More than three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating physical/mechanical Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards in the mass, torque, vibration, pressure/vacuum, force/tension, temperature/humidity, dimensional, and liquid flow measurement areas of the physical/mechanical calibration laboratory. **Section J, Attachment 3 defines these measurement areas. Amount of experience in each measurement area must be identified.**

(c) Advanced training, such as AS, BS, or non-college classroom hours, etc., in electronics and science.

(d) Advanced training, such as AS, BS, or non-college classroom hours, etc., in precision measurement and calibration.

(e) Experience in the last ten years developing complete calibration procedures for a wide range of IM&TE.

Desired subfactors (a) and (b) are of equal importance. Subfactors (c) and (d) are of equal importance and are significantly less important than subfactors (a) and (b). Subfactor (e) is less important than subfactors (c) and (d).

**b. CALIBRATION/REPAIR TECHNICIAN REQUIREMENTS (4 RESUMES)**

(1) The offeror's resumes will be reviewed to determine whether the following mandatory qualifications have been met:

(a) A working knowledge of the basic concepts of electronics and science. This knowledge shall include basic electricity, electronics, circuit theory, digital logic, algebra and physics. Typically, the technician successfully completing a one-year certificate program in electronic technology from an accredited school or equivalent military training program would have gained this knowledge.

(b) Successfully completed a military precision measurement and calibration training program or equivalent training from an accredited school or has had at least one year of on-the-job training, performing calibrations and repairs, in a metrology laboratory. NOTE: If on-the-job training is used to meet the mandatory precision measurement and calibration training requirements, credit will not be given for work experience during the same time period.

(c) At least three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards. Included must be demonstrated experience in troubleshooting IM&TE and measurement standards by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(2) The offeror's resumes will be evaluated to determine if the following desirable qualifications have been met, in addition to the mandatory qualifications:

(a) More than three years experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE) and calibration laboratory measurement standards in the AC/DC, waveform, signal generation and frequency measurement areas of the electrical/electronics calibration laboratory. **Section J, Attachment 3 defines these measurement areas. Amount of experience in each measurement area must be identified.** Included must be demonstrated experience in troubleshooting IM&TE and measurement standards by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(b) Advanced training, such as AS, BS, or non-college classroom hours, etc., in electronics and science.

(c) Advanced training, such as AS, BS, or non-college classroom hours, etc., in precision measurement and calibration.

Desired subfactor (a) is significantly more important than subfactors (b) and (c), which are of equal importance.

**c. CALIBRATION/AUTOMATION ENGINEER REQUIREMENTS (1 RESUME)**

(1) The offeror's resumes will be reviewed to determine whether the following mandatory qualifications have been met:

(a) At least a 4-year degree from an accredited university in an engineering field, physics, computer science, applied mathematics, or engineering technology.

(b) Successfully completed a military precision measurement and calibration training program or equivalent training from an accredited school or has had at least one year of on-the-job training, performing calibrations and repairs in a metrology laboratory. Note: If on-the-job training is used to meet this qualification, credit will not be given for work experience during the same period.

(c) At least three years experience in the last ten years designing, developing, setting up, and applying automated instrumentation systems including developing software for the systems.

(d) At least three years experience in the last ten years developing complete calibration procedures for Inspection, Measuring and Test Equipment (IM&TE) and IM&TE systems.

(e) At least three years experience in the last ten years troubleshooting IM&TE by making measurements with test equipment to identify problems to the component level.

(f) At least three years experience in the last ten years as a technical and administrative supervisor of calibration and repair technicians.

(g) At least one year experience in the last ten years using software such as National Instruments' LabVIEW for Windows or similar software to develop acquisition, monitoring, and control applications.

(h) At least one year experience in the last ten years programming Programmable Logic Controllers (PLC's).

(i) At least one year experience in the last ten years using database software on IBM compatible personal computers (PC's).

(2) The offeror's resumes will be evaluated to determine if the following desirable qualifications have been met, in addition to the mandatory qualifications:

(a) More than three years experience in the last ten years designing, developing, setting up, and applying automated instrumentation systems including developing software for the systems.

(b) More than three years experience in the last ten years developing complete calibration procedures for Inspection, Measuring and Test Equipment (IM&TE) and IM&TE systems.

(c) More than three years experience in the last ten years troubleshooting IM&TE by making measurements with test equipment to identify problems to the component level.

(d) More than three years experience in the last ten years as a technical and administrative supervisor of calibration and repair technicians.

(e) At least a 4-year degree from an accredited university in electronics or electrical engineering.

(f) Advanced training, such as AS, BS, or non-college classroom hours, etc., in precision measurement and calibration.

(g) More than one year experience in the last ten years using software such as National Instruments' LabVIEW for Windows or similar software to develop acquisition, monitoring, and control applications. Experience with LabVIEW is preferred.

(h) More than one year experience in the last ten years programming Programmable Logic Controllers (PLC's).

(i) More than one year experience in the last ten years using database software on IBM compatible personal computers (PC's).

Desired subfactors (a) through (d) are of equal importance and are more important than subfactors (e) and (f), which are of equal importance. Subfactors (e) and (f) are more important than subfactors (g), (h), and (i), which are of equal importance.

#### **d. JUNIOR CALIBRATION/REPAIR TECHNICIAN REQUIREMENTS (2 RESUMES)**

(1) The offeror's resumes will be reviewed to determine whether the following mandatory qualifications have been met:

(a) A working knowledge of the basic concepts of electronics and science. This knowledge shall include basic electricity, electronics, circuit theory, digital logic, algebra and physics. Typically, the technician successfully completing a one-year certificate program in electronic technology from an accredited school or equivalent military training program would have gained this knowledge.

(b) Successfully completed a military precision measurement and calibration training program or equivalent training from an accredited school or has had at least one year of on-the-job training, performing calibrations and repairs, in a metrology laboratory. NOTE: If on-the-job training is used to meet the mandatory precision measurement and calibration training requirements, credit will not be given for work experience during the same time period.

(c) At least one year experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE). Included must be demonstrated experience in troubleshooting IM&TE by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(2) The offeror's resumes will be evaluated to determine if the following desirable qualifications have been met, in addition to the mandatory qualifications:

(a) More than one year experience in the last ten years operating, maintaining, troubleshooting, repairing, and calibrating electrical/electronic Inspection, Measuring and Test Equipment (IM&TE) in the AC/DC, waveform, signal generation and frequency measurement areas of the electrical/electronics calibration laboratory. **Section J, Attachment 3 defines these measurement areas. Amount of experience in each measurement area must be identified.** Included must be demonstrated experience in troubleshooting IM&TE by making measurements with test equipment to identify problems to the component level and demonstrated basic electronic construction and repair skills including soldering and wiring - including the ability to perform these functions on delicate circuit cards.

(b) Advanced training, such as AS, BS, or non-college classroom hours, etc., in electronics and science.

(c) Advanced training, such as AS, BS, or non-college classroom hours, etc., in precision measurement and calibration.

Desired subfactor (a) is more important than subfactors (b) and (c), which are of equal importance.

**e. CLERK REQUIREMENTS (1 RESUME)**

(1) The offeror's resumes will be reviewed to determine whether the following mandatory qualifications have been met:

(a) At least one-year experience in the last five years placing purchase orders for supplies and/or services and tracking the orders and associated invoices.

(b) At least one year experience in the last five years setting up and maintaining extensive, accurate, and complete record-keeping systems and associated forms.

(c) At least one year experience in the last five years interfacing with outside activities/companies over the telephone and in writing.



(d) At least one year experience in the last five years utilizing an IBM compatible computer for database and word processing applications.

(2) The offeror's resumes will be evaluated to determine if the following desirable qualifications have been met, in addition to the mandatory qualifications:

(a) More than one-year experience in the last five years placing purchase orders for supplies and/or services and tracking the orders and associated invoices.

(b) More than one year experience in the last five years setting up and maintaining extensive, accurate, and complete record-keeping systems and associated forms.

(c) More than one-year experience in the last five years interfacing with outside activities/companies over the telephone and in writing.

(d) More than one-year experience in the last five years utilizing an IBM compatible computer for database and word processing applications.

Desired subfactors (a) through (d) are listed in descending order of importance.

## **2. Past Performance and Experience**

A past performance and experience questionnaire (Section J, Attachment 4) will be sent by the government to each of the contracting activities identified by the offeror in order to evaluate the following subfactors:

a. Past Performance - The offeror will be evaluated on the quality of past performance, over the past five years, as determined by obtaining feedback from contracting activities. Offerors with no past performance history shall receive a neutral evaluation. Proposals will be given credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no past performance. In addition to the following business management categories, the technical categories identified in paragraph 2.b. below will also be evaluated as they relate to past performance.

(1) Adherence to work order directives, task assignments, or mission requirements.

(2) Timeliness, quality and accuracy of technical reporting.

(3) Timeliness, quality and accuracy of financial and business reporting.

(4) Utilization and cross-training of personnel.

(5) Problem identification and resolution.

(6) Effectiveness of safety program.

(7) Communicating and interfacing with Government personnel.

(8) Initiative and innovation in accomplishing requirements.

(9) Compliance with contractual terms and conditions.

(10) Subcontracting practices and performance.

(11) Performance with respect to achieving small and small disadvantaged business goals, i.e. compliance with the clause at FAR 52.219-8, "Utilization of Small Business Concerns"\* and with the clause at FAR 52.219-9, "Small Business Subcontracting Plan"\*\*.

\* 52.219-8 applies to all offerors, including small businesses

\*\* 52.219-9 applies only to offerors that are a large business

The Navy also intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of any offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information from sources other than those identified by the offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated.

b. Experience - The offeror will be evaluated on demonstrated experience, over the past five years, in providing services related or similar to the tasks identified in Section C - Statement of Work, on the basis of the offeror's narratives for each of the Government and commercial contracts identified which includes:

- (1) A brief technical description of the scope of work.
- (2) Types of IM&TE calibrated and repaired.
- (3) Types of systems repaired and maintained.
- (4) Database tracking systems used, developed and/or implemented.
- (5) Automated IM&TE, calibration, repair and inventory systems used, developed and/or implemented.
- (6) Subcontract services (Identify firms and percentage of support provided).
- (7) A list of proposed key personnel who worked on the contract.
- (8) Cost growth or delays encountered. If delays were encountered, were the delays caused by the contractor? If so, what measures were taken to correct the delays?

Subfactor 2.a. is slightly more important than subfactor 2.b.

**3. Quality Assurance Plan** - If the offeror's proposal does not meet the mandatory ANSI/NCSL Z540-1-1994 requirements set forth in Section L, no further evaluation will be conducted on the offeror's proposal. The offeror will be evaluated on the following:

- a. The offeror's ability to demonstrate whether the Quality Assurance Plan satisfies all requirements of ANSI/NCSL 540-1-1994 in accordance with NAVSEA 04-4734.
- b. The offeror's ability to demonstrate whether the Quality Assurance Plan assures that the services required in the performance requirements summary (Section J, Attachment 1) will be satisfied.

Subfactor 3.a. and subfactor 3.b. are of equal importance.

#### **4. Management Plan**

The offerors will be evaluated on their ability to technically and administratively manage the resultant contract in a timely and efficient manner on the basis of the offeror's description of its organization's characteristics and methodologies that will enable it to support the resultant contract as cited in Section L, paragraph 4.